

Louisa Co.

AFSCME Council 61 (Roads)

7/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

between

LOUISA COUNTY, IOWA

SECONDARY ROAD DEPARTMENT

and

AFSCME/IOWA COUNCIL 61

JULY 1, 2005

through

JUNE 30, 2008

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AGREEMENT

THIS AGREEMENT, entered into this ____ day of April, 2005, by and between LOUISA COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and AFSCME/Iowa Council 61, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all County road maintenance employees, including Heavy Equipment Operators, Maintainer Operators, Truck Drivers, Mechanics, and Signmen, and excluding the County engineer, Assistant to the County Engineer, Road Superintendent, Secretary, Surveyors, and all other personnel excluded under section 4 of the Act, as provided for in PERB Case No. 6872, dated August 17, 2004.

ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. The parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right including but not limited to: plan, direct, and control the work of its public employees; to schedule working hours and require overtime, hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees; develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; determine employee qualifications; schedule vacations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be purchased or performed by unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 5 GRIEVANCE PROCEDURES AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal

An employee shall discuss a complaint or problem orally with the employee's superintendent within five (5) calendar days following the occurrence which is the basis for the alleged contractual violation in an effort to resolve the problem in an informal manner.

GRIEVANCE STEPS:

Step 1

If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer or his designated representative within five (5) calendar days following the oral discussion. The grievance shall state the nature of the grievance; the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. The Engineer will meet with the grievant and/or the union representative to discuss and attempt to resolve the grievance. Within five (5) calendar days after this Step 1 meeting, the Engineer or his designated representative will answer the grievance in writing.

Step 2

Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) calendar days after the date of the Engineer's or his designated representative's answer given in Step 1.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

No employee shall have the right to compel a grievance to arbitration without the consent of the union.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date of the occurrence giving rise to the grievance. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be divided equally between the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of Union and Employer.

In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violations of his/her rights, then all rights to this contract grievance procedure shall be waived and no grievance shall be allowed regarding this or similar issue(s).

ARTICLE 6

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours or work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 AM on Sunday and ends at 12:00 Midnight the following Saturday. The normal work hours shall be from 7:00 AM to 3:30 PM Monday through Friday. During the normal day, the Employer will grant a one-half (1/2) hour unpaid lunch period. A fifteen (15) minute paid rest period will be granted in the morning and afternoon. The aforementioned prescribed times and arrangements for lunch and rest periods may vary.

Overtime

Overtime shall be paid for either in cash or compensatory time at the rate of time and one-half (1½) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek.

The choice between cash or compensatory time will be at the discretion of the Employee. Paid leaves, holidays, and vacation time shall be counted as working time for the purpose of determining overtime. Except in emergency, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor.

Call Time

Any employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay, unless such call back is two (2) hours or less prior to the employee's regular shift. Call back does not apply where an employee is ordered to work beyond the employee's regular shift.

ARTICLE 7

SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of six (6) consecutive months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure. The Employer may extend an employees probationary period for an additional six (6) months.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least seniority in the job classification affected will be removed first. The employee removed can then replace the least senior employee in any lower job classification, provided the employee is qualified and able to

perform the work available. On recall from layoff, employees will be returned to work in the reverse order of layoff. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on worker's compensation or giving false reason for obtaining a leave of absence.
- (d) Failure to report for work at the end of a leave of absence.
- (e) Failure to report to work within seven (7) days after receipt of certified mail notification to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (g) Employee retires.
- (h) An employee is absent from work for any reason for over Twelve (12) months or for a period of time equal to his/her seniority, whichever is shorter.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive ninety (90) days of unpaid leave of absence, seniority shall not accumulate.

The Employer shall provide the union a seniority list at the beginning of each fiscal year.

ARTICLE 8 PROMOTIONS

No vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) workdays and present employees have had the opportunity to apply for such positions. The Employer reserves the right to hire from the outside at anytime, if there are no current employee applicants whose job performance and qualifications meet the engineer's approval.

If the Engineer decides to fill the vacancy from within, the applicant whose job performance, ability and qualifications meet the Engineer's requirements will be given a trial period of no less than two (2) days and no more than thirty (30) days. In the event, an employee is unable to perform the work to the Engineer's satisfaction during the trial period, the employee shall be returned to his/her previous position. An employee working in a trial position shall not be paid the higher rate of pay until completion of the trial period.

ARTICLE 9 LEAVES OF ABSENCE

All regular full-time employees, shall be eligible for the following leaves:

Sick Leave

All regular full-time employees shall accrue sick leave at the rate of one (1) day for each month, to a total of one hundred twenty (120) days. An employee who has exhausted all their sick leave may be allowed to use accumulated vacation leave with pay.

Accumulated sick leave may be used for any of the following:

- (a) Illness of the employee.
- (b) Medical or dental appointments of employee that cannot be scheduled during non-working hours. Absences of more than one (1) hour shall be charged to the next highest hour.
- (c) Up to forty hours per fiscal year may be used, when an employees attendance is required, for illness of an employees immediate family (Spouse, child, parent or other person living with the employee) Additional hours (days) may be granted at the sole exclusive discretion of the engineer.

When absences due to sickness are necessitated, the employee shall notify the Engineer, or his designated representative, per current practice prior to the beginning of his/her scheduled reporting time. Failure to do so shall result in the employee being considered absent without leave, and subject to disciplinary action.

An Employee with a minimum of fifteen (15) continuous years of service will be paid for thirty-three (33%) of his/her accumulated sick leave upon leaving employment with the county. Accrued sick leave will only be paid once to any individual.

Employees who have accumulated the maximum amount of sick leave, 120 days, at the end of the calendar year, whereby only 120 days are carried over, the policy will be to pay \$25.00 for each day over 126, to be paid on January 1st of the following year. Payment to be calculated on December 31, and paid on the first payroll of following year.

Funeral Leave

In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed five (5) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated vacation. Immediate family shall be considered an employee's spouse, child, or parent. Up to three (3) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister, grandparents or grandchildren. One (1) day may be granted at the sole and exclusive discretion of the Engineer for the death of an aunt, uncle, cousin, niece, nephew or friend. The granting and or denial of this leave shall be non-grievable.

Military Leave

The Employer and the union will strive to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Jury Duty Leave

Any regular full-time employee who is selected for jury duty shall receive paid leave of absence for the time spent on such duty. Compensation received by the employee from the court will be turned over to the Auditor, with the exception of meal or travel expenses incurred by the employee. When released from duty during working hours, the employee will report to work within one (1) hour.

Unpaid Leave of Absence

An unpaid leave of absence may be granted at the sole and exclusive discretion of the County Engineer, with concurrence of the Board of Supervisors, for a period not to exceed three (3) months duration for illness and/or other legitimate reasons. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn vacation leave or other benefits;
- (c) does not accrue seniority beyond ninety (90) days;
- (d) does not contribute to retirement programs;
- (e) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired.

Family and Medical Leave Act (FMLA)

The parties agree to comply with the provisions of the Family and Medical Leave Act.

Voting Leave

An employee who is eligible to vote in a public election in the state of Iowa may request time off from work with regular pay for a period not to exceed three hours for the purpose of voting. Leave shall be granted only to the extent that the employee's work hours do not allow a period of three consecutive hours outside the employee's scheduled work hours during which the voting polls are open. All requests must be in writing to the employees supervisor at least three days prior to the election.

**ARTICLE 10
VACATIONS**

All regular full-time employees shall be eligible for vacation on their seniority date as listed below:

After completion of one (1) year of full-time continuous service, five (5) working days

After completion of two (2) years of full-time continuous service, ten (10) working days

After completion of five (5) years of full-time continuous service, fifteen (15) working days

After completion of fifteen (15) years of full-time continuous service, twenty (20) working days

After completion of twenty (20) years of full-time continuous service, twenty-five (25) working days

Vacations should be taken during the anniversary year; however, an employee may accrue up to thirty days (30)'s vacation at anyone time.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Choice of Vacation Period

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. Normally, vacation requests should be received at least thirty (30) calendar days in advance. Vacations must be approved by the Engineer. The Engineer may require rescheduling of vacation when it is necessary for the efficient operation of the department.

Upon resignation, layoff or termination from County service, an employee shall be paid for all accrued vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

ARTICLE 11 HOLIDAYS

Regular full-time employees, are eligible for fourteen (14) paid holidays. The following is the list of normal paid holidays: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (one-half day) Christmas Day, New Years Eve (one-half day) and four (4) Casual days. Certain holidays may vary from year to year, based on the dates they fall, because of this variation; the parties agree that the Board will continue the practice of determining which day will be observed as the holiday.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1½) the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

An employee on layoff or leave of absence is not eligible for holiday pay.

The scheduling of a casual leave day is dependent upon the judgment and discretion of the County Engineer. Normally, casual leave day requests should be received at least five (5) calendar days in advance. Casual leave days must be approved by the Engineer. The Engineer may require rescheduling of casual leave days when it is necessary for the efficient operation of the department.

ARTICLE 12 UNION LEAVE

Up to five (5) days of unpaid leave may be allowed each fiscal year to attend AFSCME's state conventions or training. No more than one bargaining unit employee will be allowed to take union leave at anyone time unless approved by the Engineer and the Board of Supervisors. Normally the union will request the scheduling of union leave at least thirty (30) days in advance. The Engineer may require rescheduling of union leave days when it is necessary for the efficient operation of the department.

ARTICLE 13 BULLETIN BOARDS

The union shall be allowed to utilize space on existing bulletin boards for the posting of information to bargaining unit employees. No political campaign literature or material detrimental to the Employer or the union will be allowed on the bulletin board. Copies of materials will be given to the Engineer prior to posting.

ARTICLE 14
ACCESS TO PREMICES

With prior approval of the Engineer, the Employer agrees to permit the Union steward and/or the Union business representative, to have free access during working hours to visit working sites of the Employer for the purpose of adjusting grievance or conducting other legitimate Union business which could not otherwise be conducted during non-working hours.

ARTICLE 15
DUES CHECK OFF AND INDEMNIFICATION

The County agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions along with a list of names of the employees who had the deduction made.. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employee in the bargaining unit as provided by this Section.

ARTICLE 16
HEALTH AND SAFETY

The parties agree that maintaining a safe and healthful environment is a common goal. The Employer agrees to maintain all facilities, vehicles, and equipment in accordance with applicable local, state and federal laws. The employees agree to observe all County safety rules and regulations and will notify the Engineer and/or his designee of any unsafe conditions.

ARTICLE 17
DISCIPLINE AND DISCHARGE

The Employer will not discipline or discharge any employee without just cause.

ARTICLE 18
BOOT ALLOWANCE

The Employer shall provide each regular full-time employee a boot allowance of up to \$75 each calendar year. The boots must meet the requirements of the engineer. A receipt will be required for each purchase.

ARTICLE 19 UNIFORM ALLOWANCE

The Employer shall provide the shop foreman a uniform allowance of up to \$100 each calendar year. The uniform must meet the requirements of the engineer. A receipt will be required for each purchase.

ARTICLE 20 LONGEVITY PAY

Beginning in 1997, all regular full-time employees shall receive an additional \$0.10 per year longevity pay in addition to the regular pay scale.

Maximum longevity is twenty years.

ARTICLE 21 INSURANCE

The Employer agrees to make available a health and major medical group insurance program selected by the Employer for each eligible regular full-time employee. An employee shall pay \$37.00 per month toward the single premium cost for the 2005-2006 fiscal year, \$42.00 for the 2006-2007 and \$48.00 for the 2007-2008 fiscal years. The Employer will pay the balance of the premium cost during all three years. An employee shall pay \$78.00 per month toward the family premium cost for the 2005-2006 fiscal \$90.00 for the 2006-2007 and \$103.00 for the 2007-2008. The Employer will pay the balance of the premium cost during all three years.

The insurance program referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. An employee has the option to upgrade his/her insurance from the current basis plan. If an employee elects to exercise this option, he/she will pay the difference between the plan costs.

The Employer continues its current practice regarding dental insurance, the \$10,000 life insurance policy, and the death and disability policy.

**ARTICLE 22
WAGES**

July 1, 2005						
Grade		Start	1 Year	2 Years	3 Years	4 Years
1	Shop Foreman	14.21	14.71	15.21	15.71	16.21
2	Heavy Equipment Operators Signmen	13.66	14.16	14.66	15.16	15.66
3	Motor Grader Operator Assistant Heavy Equipment Operator	13.38	13.88	14.38	14.88	15.38
4	Truck Driver Mechanics	12.80	13.30	13.80	14.30	14.80

July 1, 2006						
Grade		Start	1 Year	2 Years	3 Years	4 Years
1	Shop Foreman	14.71	15.21	15.71	16.21	16.71
2	Heavy Equipment Operators Signmen	14.16	14.66	15.16	15.66	16.16
3	Motor Grader Operator Assistant Heavy Equipment Operator	13.88	14.38	14.88	15.38	15.88
4	Truck Driver Mechanics	13.30	13.80	14.30	14.80	15.30

July 1, 2007						
Grade		Start	1 Year	2 Years	3 Years	4 Years
1	Shop Foreman	15.26	15.76	16.26	16.76	17.26
2	Heavy Equipment Operators Signmen	14.71	15.21	15.71	16.21	16.71
3	Motor Grader Operator Assistant Heavy Equipment Operator	14.43	14.93	15.43	15.93	16.43
4	Truck Driver Mechanics	13.85	14.35	14.85	15.35	15.85

**ARTICLE 23
DURATION**

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration at Midnight June 30, 2008.

Signed this 5th day of April, 2005.

LOUISA COUNTY, IOWA
SECONDARY ROAD DEPARTMENT

AFSCME/Iowa Council 61

By: Kenneth E. Dudy
Chairperson, County Board of Supervisors

By: [Signature]

By: [Signature]
County Engineer

By: Randy Jeffin

Acknowledged by:

By: St. C. Bell

Paul A. Loria 3/18/05
HR-OneSource (Employer Representative)

APPENDIX A

Secondary Roads	Start Date	Empl #	March 13, 2005 Pay Rates	Longevity Increases Thru June 30, 2005	June 30, 2005 Pay Rate	July 1, 2005 Pay Rate Incl. \$0.45 Increase
NAME:						
BELL	5/21/1998	392	\$13.80	\$0.20	\$14.00	\$16.30
BLIVEN	8/25/1975	395	\$16.81	\$0.00	\$16.81	\$17.26
BOLINE	4/16/1978	400	\$15.80	\$0.10	\$15.90	\$16.35
CONNOLLY	9/6/1983	405	\$15.84	\$0.00	\$15.84	\$16.29
GARRETT	10/24/1994	408	\$16.23	\$0.00	\$16.23	\$16.68
GRIFFIN	5/13/1974	410	\$16.71	\$0.10	\$16.81	\$17.26
GRIMM	5/24/1999	412	\$16.43	\$0.10	\$16.53	\$16.98
KETCHUM	6/19/1989	415	\$15.69	\$0.10	\$15.79	\$16.24
MARTIN	3/18/1991	433	\$15.79	\$0.00	\$15.79	\$16.24
METCALF	5/24/1979	435	\$16.37	\$0.10	\$16.47	\$16.92
ORR	5/21/1979	440	\$16.37	\$0.10	\$16.47	\$16.92
SLATER	5/5/1997	457	\$14.05	\$0.20	\$14.25	\$16.40
SNYDER	11/9/1987	459	\$16.35	\$0.00	\$16.35	\$16.80
STINEMAN	5/8/1972	465	\$16.75	\$0.10	\$16.85	\$17.30
WILSON	10/16/1990	480	\$16.35	\$0.00	\$16.35	\$16.80
YAKLE	6/1/1998	487	\$13.80	\$0.20	\$14.00	\$16.30